

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MICHELLE HARDT and PETER HARDT,

Plaintiffs,

- against -

CAMBRIDGE MUTUAL FIRE INSURANCE
COMPANY,

Defendant.

Docket No.:

COMPLAINT

Plaintiffs Demand Trial by Jury

Plaintiffs, MICHELLE HARDT and PETER HARDT, by their attorney, the Law Office of Craig A. Blumberg, as and for their Complaint against defendant, CAMBRIDGE MUTUAL FIRE INSURANCE COMPANY, set forth as follows:

Parties

1. Plaintiff, MICHELLE HARDT, was and is a natural person, over the age of eighteen years, residing at 30 Newton Street, Staten Island, New York, County of Richmond.

2. Plaintiff, PETER HARDT, was and is a natural person, over the age of eighteen years, residing at 30 Newton Street, Staten Island, New York, County of Richmond.

3. Defendant, CAMBRIDGE MUTUAL FIRE INSURANCE COMPANY (“Cambridge Mutual”), was and is an insurance company domiciled in the State of Massachusetts, doing business in the State of New York and issuing insurance policies in the State of New York, with its principal place of business at 95 Old River Road, Andover, Massachusetts.

Jurisdiction

4. The United States District Court, Eastern District of New York, has jurisdiction over the within action by virtue of diversity of citizenship pursuant to 28 U.S.C. §1332, and the fact that the amount in controversy, exclusive of interest and costs, exceeds \$75,000.

Venue

5. Venue is properly laid in the Eastern District of New York pursuant to 28 U.S.C. §1331 as the Judicial District in which a substantial part of the events or omissions giving rise to the claim occurred and/or a substantial part of the property that is the subject of this action is situated.

Operative Facts

6. At all relevant times, plaintiff, MICHELLE HARDT, owned and resided at the premises located at 30 Newton Street, Staten Island, New York. (the "Premises").

7. At all relevant times, plaintiff, PETER HARDT is and was the husband of plaintiff MICHELLE HARDT, and resided at the premises located at 30 Newton Street, Staten Island, New York.

8. At all relevant times, plaintiffs MICHELLE HARDT and PETER HARDT have and had an insurable interest in the Dwelling, Personal Property, Other Structures and Loss of Use at the Premises.

9. On or about November 1, 2021, defendant Cambridge Mutual for good and valuable consideration made and issued plaintiffs a certain policy of insurance bearing Policy No. 3205010, with effective dates of November 1, 2021 through November 1, 2022, wherein and whereby it insured plaintiffs for all risks of loss set forth therein for the premises at 30 Newton Street, Staten Island, New York with respect to the Dwelling up to an amount of \$522,000, Personal Property up to an amount of \$365,400, Other Structures up to an amount of \$52,200 and Loss of Use up to an amount of the Actual Loss Sustained, plus any applicable extensions, endorsements and/or increases set forth in the policy.

10. On or about February 13, 2022, while said policy was in full force and effect, plaintiffs suffered damages at the Premises caused by fire and its effects.

11. Plaintiffs suffered damages in the amount of at least \$522,000 for the Dwelling, Personal Property damage to be determined and Loss of Use to be determined.

12. Thereafter, plaintiffs made claim to defendant Cambridge Mutual for said losses to the Dwelling, Personal Property and Loss of Use.

13. Plaintiffs have fully complied with all applicable provisions and conditions of the Policy.

14. Defendant Cambridge Mutual issued a denial letter dated June 20, 2022, and has refused to pay plaintiffs' damages, although duly demanded.

First Cause of Action

15. Plaintiffs repeat all prior paragraphs herein.

16. Defendant Cambridge Mutual's issuance of said denial letter and refusal to pay plaintiffs' damages is in breach of the contract of insurance.

17. By reason of said breach of contract, plaintiffs suffered damages in the amount of at least \$522,000 for the Dwelling, Personal Property damage to be determined and Loss of Use to be determined.

WHEREFORE, plaintiffs demand judgment against defendant Cambridge Mutual in the sum of at least \$522,000 for the Dwelling, Personal Property damage to be determined and Loss of Use to be determined, with interest from February 13, 2022, together with such other, further and different relief as to the court may appear justified under the circumstances, and the costs and disbursements of this action.

Dated: New York, New York
September 15, 2022

Yours, etc.,

Craig A. Blumberg

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